

**GMR**  
**M A R K E T I N G**  
*Gary M. Reynolds & Associates, Inc.*

November 16, 1995

Dave Paratore  
Who's on First  
23 Yawkey Way  
Boston, MA 02116

Re: PARLIAMENT Party Zone '95

Dear Dave:

In confirmation of our discussions, the PARLIAMENT Party Zone '95 Program (the "Program") will be conducted at Who's on First on:

<u>Dates</u>	<u>Times</u>
Friday, December 1	9:00 pm to 1:00 am
Friday, December 8	9:00 pm to 1:00 am
Friday, December 15	9:00 pm to 1:00 am

**1. Responsibilities**

(A) In connection with the Party Zone, Who's on First will:

- (a) Provide cigarette sales throughout the period of the program.
  - (i) Purchase sufficient quantities of Parliament Lights as determined by GMR Marketing from a certified wholesaler for the purpose of selling Parliament Lights for the price of \$1 per pack for the duration of the program via over the counter sales during all of the promotional hours listed above.
  - (ii) Provide GMR Marketing with a nightly report of the number of packs sold during promotional hours.
  - (iii) Provide GMR Marketing with a copy of all wholesale order invoices for the purpose of reimbursing the club the difference of the wholesale price per pack and the sale price of \$1 per pack.

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- (b) Provide primary signage & lighting opportunities within the club, which will include:
    - (i) An area at the entrance to the club at which PARLIAMENT banners and lighting technologies will be placed.
    - (ii) Premium areas throughout the club while the Party Zone is there.
  - (c) Provide placement of the PARLIAMENT Party Zone Kiosk near entrance or another highly visible area. Subject to approval of GMR.
  - (d) Designate the above mentioned dates as exclusive PARLIAMENT promotion nights. No other sponsored promotions will be conducted during the stated hours, without the express written consent of GMR.
  - (e) ~~Provide certain discounts and/or special considerations for PARLIAMENT~~  
~~wristbanded patrons and VIP card members.~~
    - (i) NO Discount will be offered.
  - (f) Ensure that club personnel, who are 21 years of age or older, to include bar and wait staff but not security staff, will wear PARLIAMENT identified clothing during promotional hours.
  - (g) Provide prominent parking space for PARLIAMENT vehicle.
  - (h) Instruct Band and/or DJ to work with PARLIAMENT Party Zone Supervisor.
  - (i) Utilize all bar materials that GMR provides, specifically brew cups, coasters, beverage napkins and bar organizers.
- (B) In connection with the Program, GMR will:
- (a) Identify customers who are smokers and 21 years of age or older with wristbands. Those customers will become eligible for special promotional considerations at Who's on First.
  - (b) Provide club with bar items including cups, coasters, ashtrays, napkins, message boards and bar organizers.
  - (c) Provide bar and wait staff, 21 years of age and older, with PARLIAMENT identified clothing to wear during promotional hours.

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- (d) Provide promotional merchandise for distribution to smokers 21 years of age and older through periodic drawings. Merchandise to include beach towels, t-shirts, caps, etc.
- (e) Provide assistance in obtaining the necessary permits needed to conduct over the counter sales.
- (f) Provide VIP Cards to consumers who have identified themselves as smokers and have purchased 2 or more packs of Parliament Lights.
- (g) Provide sponsorship during Parliament promotional hours.
- (h) Provide Party Patrol personnel to manage the Party Zone promotional activities.
- (i) Provide Polaroid photographs free of charge to wristbanded patrons.
- (j) Reimburse Who's on First for the difference between the sale price of \$1 per pack and the wholesale price per pack for every pack of Parliament Lights sold during all promotional hours listed above for the duration of the program. Reimbursement will be paid in full by GMR Marketing to Who's on First within 10 days of completion of the last promotion.

## 2. Sponsorship Payment

For the rights and the permissions granted under this Agreement, GMR will pay Who's on First a total of \$1,000.00 of which \$500.00 will be paid within 10 days of complete execution of this Agreement and submission of an invoice. The balance of \$500.00 will be paid upon program completion and submission of an additional invoice.

## 3. Term and Termination

The term of this Agreement will commence as of the signing by both parties and will continue through December 17, 1995. GMR may terminate the Agreement without cause on seven days advance written notice to Who's on First. If GMR terminates the Agreement, GMR will have no liability or payment obligation to Who's on First after the effective date of the notice of termination, with the exception of payments due for promotions satisfactorily executed prior to the notice of termination and reimbursement for the difference between the sale price of \$1 per pack and the wholesale price per pack for all packs of Parliament Lights that have been sold during promotional hours as of the effective date.

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#### 4. Confidentiality

Who's on First, its employees and agents will hold strictly confidential all information and materials provided by GMR to Who's on First or created by Who's on First in performing the Agreement. Who's on First will not use or disclose the information and materials to third parties without the written consent of an authorized representative of GMR. Upon termination or expiration of the Agreement, or within thirty days thereafter, Who's on First will return all materials to GMR. Who's on First obligation to maintain the confidentiality of all information obtained from GMR will survive the termination of the Agreement.

#### 5. Exclusivity

During the term of the Program, Who's on First will not engage in the activities contemplated in the Agreement or similar activities in connection with cigarettes or tobacco products of any other company or entity without prior written consent of GMR, which will not be unreasonably withheld.

#### 6. Indemnity

Who's on First indemnifies and holds harmless GMR and Philip Morris incorporated from all claims, liabilities, costs and expenses, including reasonable attorneys' fees, that arise from or may be attributable to any error, omission or fault of Who's on First.

#### 7. Insurance

Not less than 5 days prior to the beginning of the Program, Who's on First will provide GMR with certificates of insurance and if requested by GMR, copies of the underlying policies relating to the certificates, issued by insurers acceptable to GMR and Philip Morris and evidencing comprehensive general liability and host liquor liability in an amount suitable to GMR and Philip Morris. The certificates of insurance must name Gary M. Reynolds & Associates, Inc. and Philip Morris Incorporated as additional insureds. The insurance will be maintained by Who's on First throughout the term of the Agreement.

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If the foregoing accurately sets forth our understanding, please signify your acceptance and agreement by executing the enclosed copies of this letter and returning one countersigned copy to me.

Very truly yours,

GARY M. REYNOLDS & ASSOCIATES, INC.

BY: Gary M. Reynolds  
Gary M. Reynolds

Title: President

DATE: 11/21/95

ACCEPTED AND AGREED AS OF THE DATE OF THIS LETTER:

WHO'S ON FIRST

By: [Signature]

Title: MANAGER

Filing Status: Corporation

Taxpayer ID Number: \_\_\_\_\_